OR RECORDER'S OFFICE BOX NO.

NOR CASE (LLI) CS) FORM NO. 103 For Use With Note Form No. 1447

CALIFORN CONNUIT & INJURY PROPERTY	using or acting under this form. Neither the publisher nor the seller of this form.
MUTION COMMUNICANSMINISTER DESCRIPTION) Day & Or Willing grown tries total steepher and bornigues are and source as many services
nakas anv warranty with respect th	weto, including any warranty of merchantability or fitness for a particular purpose

makes any warranty with res,	pect thereto, including any warranty of merchantability or fitness for a	Servicional purpose	0116151
THIS INDENTURE	made March 16, 19	89 . hetween	
	st & Savings Bank, as trustee,		
#1052, dated			
	•		
	Street, Oak Lawn, IL 60453	(STATE)	
	Mortgagors, and		er en
Oak Lawn Nat			
(NO. AN		(ŠTATE) Above Sp	ace For Recorder's Use Only
	Mortgagee," witnesseth: AS the Mortgagors are justly indebted to the Mortg		ora basan ab in the princes of com at
SEVEN HUNDRE	D F1 FTY THOUSAND AND NO/100	agee upon the installment like in even u	DOLLARS
750,000.00	1. navable to the order of and delivered to the	Mortgagee, in and by which note the Mortg	agors promise to pay the said principal
o 89tu	rate and in installments as provided in said note, with rinch all and interest are made payable at such place as	the holders of the note may from time to t	ime, in writing appoint, and in absence
f such appointment, t	hen at the office of the Mortgagee at 9400 S.	Cicero Avenue, Oak Lawn	, Illinois 60453
ind limitations of this consideration of the sui Mortgages, and the Mi	DRE, the Mo. 'gar' as to secure the payment of the said mortgage, and 'ne'r aformance of the covenants and mot One Dollar in oa'd paid, the receipt whereof is he irtgagee's successory in a assigns, the following describ	f agreements herein contained, by the Mid- rieby acknowledged, do by these presents C sed Real Estate and all of their estate, right,	TONVEY AND WARRANT unto the title and interest therein, situate, lying
	():		AND STATE OF ILLINOIS, to wit:
	SCRIPTION ATTACHED HERETO AND N		
	SS118151 y hereinafter described, is referred to herein as the "p	This mostly as its experient a	LAUSE IN MORTGAGE y One Lawn Trust & Brilling Bank, not precally in the exercise of the power and precally in the south fructon and it is asset in the south fructon and it is any the south fructon and right or southy he south from the south fructon any right or southly he souther that
	4	Harry See and Control	of a note focused by this motors and a configuration of Col. Laws Trust & Savings are order end trust one or or person-
	89118151	inv to the real nate or his of the obteins a national frame, there are the content frame that any accessory in the fight	the state of the s
which with the propert	s hereinalter described is referred to herein as the "T	he sciely against and out of a ment of the provisions hereof of fremi cs. no way affect the personal list	nd of said note, but this waiver shell in filling of any co-signer, endorser or guer-
	Index Number(s): 19-28-412-031 & 19	-28-423- U09	
ermanent Real Estate	ARON M. 78th Ctrast Ruch		
Address(es) of Real Est			, ,, ,,, ,,, ,, ,, ,, ,, ,, ,, ,, ,, ,,
ing and during all such (Lapparatus, equipmentingle units or centrally overings, inador beds, a not, and it is agreed t	all improvements, tenements, easements, fixtures, am times as Mortgagors may be entitled thereto (which air it or articles now or hereafter therein or thereon used- controlled), and ventilation, including (without restr awnings, stoves and water heaters. All of the foregoin) hat all similar apparatus, equipment or articles herea- ing part of the real estate.	epledged primarily and on a period with said to supply heat, gas, air conductions, water teting the foregoing), screens, we show sha eare declared to be a nact of said real estat	freal estate and not secondarily) and (7) hight, power, refrigeration (whether 4) les, storm doors and windows, floor whether physically attached thereto
TO HAVE AND To rem set forth, free from	OHOLD the premises unto the Mortgagee, and the Marting of the House and benefits under and by virtue of the House and house an	mestead Exemption Laws of the State of I	linor, which said rights and benefits
e name at a record ow	nern. Oak Lawn Trust & Savings		
anis mortgage cons- ein by reference and a Witness the hand	ists of two pages. The covenants, conditions and prov are a part hereof គាត់ តំណើ ដោះអាចតែខ្លែក Maringaping and seal ទី១۷០ស្រែកម្ពុជាវិជ្ជស្នែលទាំកែពីតក្នុង ជាងទ ែន ដោះសា	mve written.	
	Trust & Savings Bank stamped on the reverse side hereof, is	Ook Taum Truct &	Saving bank as trustee 10/7/83 and not personally.
PLEASE PRINT OR	hereby expressly made a part	Sur Tales - I	10 +
PE NAME(S) ATT	Therina M. Sonnes	By: A Pulsta U. (Seal) Roberta A. Carty	right, Trust Officer
	ere sa M. Sonner, Asst. Trust (en e
te of Illinois, County o		Doboven A Cartineigni	Notary Public in and for said County Trust Officer, and
	in the State aforesaid, DO HEREBY CERTIFY if Theresa M. Sonner, Asst. Trus		rust & Savings Bank,
RESS	personally known to me to be the same person \$	s whose names are subs	cribed to the foregoing instrument.
AL RE	appeared before me this day in person, and ackno their free and voluntary act, for the right of homestead.	wledged that 北, h.ey signed, scaled; he uses and purposes therein set forth, inc	A service of
· Vi.	d official seal, this 16th day of	Levan I who	teleal 10 89 Notary Public
s instrument was prep	ared by N. Medows (NAME AND	ADDRESS)	TODAY COURT
il this instrument to	Oak Lawn National Bank		
	9400 S. Cicero AVenue, Oak I	.awn, IL 60453	
	(CITY)	(STATE)	(ZIP CODE)

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TOO AGE 1 (THE REVERSE SIDE OF THIS MORTGAGE):

- 1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
- 2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgages duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- 3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxation of assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.
- 4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability neutred by reason of the imposition of any tax on the issuance of the note secured hereby.
- 5. At such time as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.
- 6. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and wind for a under policies providing for payment by the insurance companies of moneys sufficient either to pay the gost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall diliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver the wall policies not less than ten days prior to the respective dates of expiration.
 - 7. In case of default therein, Mongagee may, but need not, make any payment or perform any act bereinbefore required of Mortgagots in any form and manner deemed expedient and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compronise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connectic, therewith, including attorneys fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereo, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgage on account of any default hereunder on the part of the Mortgagors.
 - 8. The Mortgagee making any payment hereby autorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office vittori inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or the or claim thereof.
 - 9. Mortgagors shall pay each item of indebtedness betcin munioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgage and without notice to Murtgagors, all unpaid indebtedness secured by this mortgage shall, not with standing anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (1) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
 - 10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise. Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, piplication costs and costs (which may be estimated as to be expended after entry of the decree) of procuring all such abstracts of title, title scarches, and examinations, title insurance policies. Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had ours ant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon as the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate are hankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage, are any indebtedness hereby secured. On the preparations for the commencement of any suit for the foreclosure hereof after accrual of such, in to foreclose whether or not actually commenced; or (e) preparations for the defense of any actual or threatened suit or proceeding, which might affect the premises or the security hereof.
 - 11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are monitored in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness add tional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
 - 12. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without or egard to the solvency of insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
 - 13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
 - 14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
 - 15. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.
 - 16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.
 - 17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.
 - 18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the parment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

UNOFFICIAL, GOPY

THIS RIDER IS ATTACHED TO MORTGAGE DATED MARCH 16TH, 1989
FROM: OAK LAWN TRUST AND SAVINGS BANK, AS TRUSTEE U/T/A #1052, DTD. 10/7/83

TO: OAK LAWN NATIONAL BANK

- 19. Any sale, conveyance, or transfer of any right, title or interest in the Promises or any portion thereof or any sale, transfer or assignment of all or any part of the beneficial interest in any trust holding title to the Premises without the prior written approval of the Mortgagee shall, at the option of the Mortgagee, constitute a default hereunder on account of which the holder of the Note secured hereby may declare the entire indebtedness evidenced by said Note to be immediately due and payable and foreclose this Mortgage immediately or at any time such default occurs.
- 20. Mortgagor shall not and will not apply for or avail itself of any appraisement, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagor does hereby expressly waive any and all right of redemption from sale under any order or decree of foreclosure of this Mortgage on behalf of the Mortgagor and each and every person except decree or judgment creditors of the Mortgagor in its representative capacity and of the trust estate, acquiring any interest in or title to the Premises subsequent to the date of this Mortgage.

PTI# 19-28-412-031 (AFFECTS PARCEL 1) PTI# 19-28-423-009 (AFFECTS PARCEL 2)

PROPERTY ADDRESS: 4820 W. 78th STREET, BURBANK, IL 60459

UNOFFICIAL COPY

THIS RIDER IS ATTACHED TO MORTGAGE DATED MARCH 16TH, 1989
FROM: OAK LAWN TRUST AND SAVINGS BANK, AS TRUSTEE U/T/A #1052, DTD. 10/7/83

TO: OAK LAWN NATIONAL BANK

EXHIBIT "A"

PARCEL 1: THAT PART OF THE SOUTH 1/8 OF THE NORTH 8/12 OF THE SOUTH 60 ACRES OF THE EAST 1/2 OF SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON A LINE 33 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28 A DISTANCE OF 175.75 FEET WEST OF THE EAST LINE OF SAID SECTION 28; THENCE WEST ALONG SAID LINE 33 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, A DISTANCE OF 1117.25 FEET TO A POINT; THENCE NORTH A DISTANCE OF 119.12 FEET TO POINT ON THE NORTH LINE OF THE SOUTH 1/8 OF NORTH 8/12 OF SOUTH 60 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28; THENCE EAST ALONG SAID NORTH LINE, A DISTANCE OF 1116.97 FEET TO A POINT, SAID POINT BEING 175.71 FEET WIST OF THE EAST LINE OF SAID SECTION 28; THENCE SOUTH A DISTANCE OF 120,09 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART FORMERLY KNOWN AS LIN-DE-LANE BEING A SUBDIVISION OF THE SOUTH 1/8 OF THE NORTH 8/12 OF THE SOUTH 60 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING ALL OF VACATED LOTS 17 10 32, BOTH INCLUSIVE, TOGETHER WITH THE WEST 1/2 OF VACATED SOUTH LAMON AVENUE AND VACATED SOUTH LA PORTE AVENUE AND VACATED ALLE! ALL IN LIN-DE-LANE AFORESAID COMMENCING AT A POINT 33 FEFT WEST OF THE EAST LINE OF SOUTH LAMON AVENUE AND THE NORTH LINE OF SAID LIN-DE-LANE SUBDIVISION; THENCE WEST ON THE NORTH LINE OF LIN-DE-LANE SUBDIVISION, A DISTANCE OF 629.84 FEET 10 A POINT ON THE EAST LINE OF SOUTH LAVERGNE AVENUE BEING THE NORTHWEST CORNER OF VACATED LOT 32 IN SAID LIN-DE-LANE SUBDIVISION; THENCE SOUTH ON THE EAST LINE OF SOUTH LAVERGNE AVENUE A DISTANCE OF 119.12 FEET TO A POINT ON THE NORTH LINE OF WEST 78TH STREET, SAID POINT BEING THE SOUTHWEST CORNER OF VACATED LOT 29 IN SAID LIN-DE-LAND SUBDIVISION; THENCE EAST ON THE NORTH LINE OF WEST 78TH STREET A DISTANCE OF 630 FEET TO A POINT 33 FEET EAST OF THE WEST LINE OF VACATED SOUTH LAMON AVENUE THEREOF NORTH A DISTANCE OF 119.70 FEET TO THE POINT OF BEGINNING) IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOT 29 IN FIRST ADDITION TO CICERO 78TH STREET.
SUBDIVISION OF A SUBDIVISION OF THE SOUTH 1/9 OF THE NORTH 9/12
OF THE SOUTH 60 ACRES OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF
SECTION 28, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD
PRINCIPAL MERIDIAN (EXCEPT THE WEST 1170.28 FEET) IN COOK COUNTY,
ILLINOIS.

PTI# 19-28-412-031 (AFFECTS PARCEL 1) PTI# 19-28-423-009 (AFFECTS PARCEL 2)

PROPERTY ADDRESS: 4820 W. 78th STREET, BURBANK, IL 60459